



City of Quincy, Massachusetts

OFFICE OF THE COUNCIL

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**TO: ALL MEMBERS OF THE PUBLIC WORKS COMMITTEE
OF THE QUINCY CITY COUNCIL (COUNCILLORS
CROALL, FINN, HUGHES, McNAMEE)**

FROM: COUNCILLOR MARGARET LAFOREST, CHAIRMAN

**THE PUBLIC WORKS COMMITTEE OF THE QUINCY CITY COUNCIL
WILL MEET ON MONDAY, MARCH 18, 2013 AT 6:30 PM, IN THE NEW
CITY HALL COUNCIL CHAMBERS RELATIVE TO ITEMS PENDING IN**
COMMITTEE SPECIFICALLY INCLUDING:

#2013-035 EASEMENT/VERIZON – 271 SEA STREET

**#2012-040 DIRECTOR OF I.T. PROVIDE CITY COUNCIL WITH UPDATE
ON GRAPHIC INFORMATION SYSTEM (GIS) SOFTWARE'S
CAPABILITIES & USAGE**

COPY TO ALL COUNCILLORS

**QATV, QUINCY SUN, PATRIOT LEDGER, BOSTON GLOBE
MAYOR KOCH, MESSRS. SHEA, TIMMINS, FATSEAS, WALKER
PLANNING DIRECTOR HARRINGTON, COMMISSIONER RAYMONDI
MS. PENNY KANE, VERIZON & MR. PAUL DEBOLE
MR. CHUCK PHELAN**

INTRODUCED BY **WARD ONE COUNCILLOR MARGARET LAFOREST**

CITY OF QUINCY

IN COUNCIL

2012-040

February 27, 2012

ORDER NO.

ORDERED:

Whereas, The City of Quincy has recently implemented a Geographic Information System (GIS) Technology,

NOW, THEREFORE, BE RESOLVED that the Director of Information Technology provide the City Council with an update of this software's capabilities and usage.

YEAS Coughlin, Croall, Finn, Gutro, Hughes, Laforest, McFarland, McNamee, Palmucci

NAYS Coughlin, Croall, Finn, Gutro, Hughes, Laforest, McFarland, McNamee, Palmucci

INTRODUCED BY: Mayor Thomas P. Koch

**CITY OF QUINCY
IN COUNCIL**

ORDER NO: 2013 - 035
ORDERED:

March , 2013

Be it ordained that the Mayor is hereby authorized to grant an easement on behalf of the City of Quincy to Verizon New England, Inc. on city owned land, located at 271 Sea Street, Quincy all as more particularly shown on the attached plan entitled "Exhibit A", for the purpose of placing an anchor on an existing pole to prevent movement of said pole. A copy of the easement is attached hereto.

PASSED TO BE ORDAINED,

ATTEST:

CLERK OF COUNCIL

YEAS Coughlin, Croall, Finn, Gutro, Hughes, Laforest, McFarland, McNamee, Palmucci

NAYS Coughlin, Croall, Finn, Gutro, Hughes, Laforest, McFarland, McNamee, Palmucci

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that this **EASEMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of January, 2013, by and between the **CITY OF QUINCY**, a municipal corporation, duly established under the laws of this Commonwealth, with offices located at 1305 Hancock Street, Quincy, Norfolk County, Massachusetts (hereinafter called the "Grantor"), and **VERIZON NEW ENGLAND, Inc.**, a New York corporation, having its principal place of business at 185 Franklin Street, Boston, Massachusetts 02110, its successors and assigns (hereinafter called the "Grantee").

WHEREAS, the Grantor owns, by virtue of a taking as described in an instrument recorded in the Norfolk County Registry of Deeds in Book 25222, Page 570, a parcel of property located at 271 Sea Street, Quincy, Norfolk County, MA.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor grants to the Grantee, its successors and assigns, with **QUITCLAIM COVENANTS**,

The exclusive and perpetual right and easement to erect, operate, maintain, replace and remove poles, pole top connections, anchors and guys, fixtures, appurtenances, underground conduits, cables, and wires constituting a line or lines for the transmission of electricity and the transmission of telecommunications upon, over and across a certain parcels of land known as 271 Sea Street, as described in an instrument recorded in the Norfolk County Registry of Deeds in Book 25222, Page 570.

For title reference, see the document recorded with the Norfolk County Registry of Deeds in Book 25222, Page 570.

The exact location of said **EASEMENT AREA** to be determined by the Grantee with the approval of the Grantor and to become permanent upon the erection of the facilities thereof by the Grantees. For further information, see the plan attached as **EXHIBIT A** hereto.

The parties agree to the following terms and conditions:

1. The exclusive and perpetual right and easement above described and herein conveyed is intended to prohibit surface or subsurface structures or use of the area by others, including the Grantor, which might damage or interfere with the operation and maintenance of Grantees' facilities without the prior written consent of Grantees, but is not intended to prohibit crossing of said **EASEMENT AREA** so long as such crossings do not interfere with or prohibit the full use and enjoyment of the easement herein granted.

GRANTOR'S INITIALS:	
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2. Grantees shall have the right of ingress and egress by foot or by vehicle to the **EASEMENT AREA** over Grantor's property, if necessary, for all of the aforementioned purposes.

3. The Grantees shall have the right to connect such conduits, cables, and wires within said Grantor's land with the conduits, cables and wires, which may be placed in public or private ways adjacent or contiguous to the aforesaid premises.

4. The Grantees shall have the right to cut and remove all trees, undergrowth and other obstructions in the **EASEMENT AREA** to extent that Grantees deem necessary to operate and maintain the equipment safely. Grantees shall repair, re-grade and restore the said **EASEMENT AREA**, as necessary, at its own expense to substantially the same condition that existed prior to the commencement of the work.

5. The facilities shall remain the property of the Grantees, their successors and assigns.

6. Upon the request of the Grantors, Grantees agree to relocate the **EASEMENT AREA** and all facilities thereon or thereunder to another portion of Grantor's said parcel of land, provided that: (i) the proposed **NEW EASEMENT AREA** is reasonably adequate for the Grantees' purposes, and is mutually satisfactory to both parties; and (ii) Grantors shall pay all costs of such relocation, and shall obtain all necessary permits and approval therefore.

The Grantee hereby indemnifies and hold Grantor harmless, its officers, employees, agents and successors and assigns from and against any and all actions, claims, loss, injuries, liabilities involving personal injuries, property damage, or death, to the extent caused solely or, in any part by the negligent acts or omissions or willful misconduct of the Grantees in connection with Grantee's use hereunder.

IN WITNESS WHEREOF: the Grantor has set its hand and seal on this ____ day of January, 2012. 2013

BY THE GRANTOR:
CITY OF QUINCY

THOMAS P. KOCH
Mayor of the City of Quincy

APPROVED AS TO
FORM

City Solicitor

GRANTOR'S INITIALS:	
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COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

January____, 2013

On this _____ day of January, 2013, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding or attached document in my presence and acknowledged to me that they signed it voluntarily for its stated purpose.

PLACE NOTARY
SEAL HERE

Name: _____, Notary Public

My Commission Expires: _____

GRANTOR'S INITIALS:	
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EXHIBIT A

